

should the operational needs of the department change on a permanent or temporary basis. To the extent possible, the City agrees to provide notice ten (10) working days in advance of a modification in an employee's previously approved flexible work schedule except for short term modifications or extenuating circumstances.

Section 20A. State Disability Insurance As An Employee Paid Benefit

(a) Upon written request from the Union and to the extent permitted by the State of California, the City agrees, as a 'fully employee-paid' benefit and handled as an authorized employee payroll deduction, to enroll qualified employees subject to this Memorandum of Understanding into the State Disability Insurance (S.D.I.) program.

(b) To facilitate a coordination of benefits with regard to the use of authorized sick leave accruals used by an employee during such period(s) of time when such employee is drawing disability insurance benefits relating to paragraph (a) the City shall, upon actual enrollment in the S.D.I. program and after meeting and conferring with the Union adopt a schedule from an employee.

(c) In no event shall an employee, during absence from work for an illness or disability where S.D.I. benefits are paid, earn an amount of compensation greater than the straight-time wages regularly payable if the employee had actually worked.

Section 21. OSHA

(a) OSHA Safety Equipment. City shall supply to each employee covered under this Memorandum of Understanding all safety equipment which OSHA or other state law requires each said employee to have and use. Each employee covered by this Memorandum of Understanding shall use all City-supplied safety equipment as prescribed by the City and OSHA.

(b) OSHA Legal Representation. City shall provide legal representation to any employee covered under this Memorandum of Understanding cited for a violation of OSHA. Said representation will be provided by the City Attorney or, if the City Attorney is unable to do so, by an attorney mutually acceptable to the City and the affected employee. Employees covered by this Memorandum of Understanding shall use their best efforts to comply with all OSHA requirements and shall insist that the City employees under their supervision will comply with OSHA requirements.

(c) Police department employees shall receive the same issue of safety equipment as that received by safety employees in the Police bargaining unit, pursuant to Government Code Section 6401 and Government Code Section 5008.1. This provision shall apply to employees designated as peace officers as defined by Penal Code Section 830.1 (1981 Statutes).

Such safety equipment will remain City property and shall be subject to such City adopted specifications and operating procedures as deemed necessary by the City.

The wearing of bullet proof vests will be at the option of the employee and the City shall not be responsible for death or injury attributable to the failure to wear such vests except as is presently provided by workers' compensation law.

Section 22. Discipline

(a) The City may discharge, suspend, reduce pay, or demote any employee who has completed the probationary period for cause. No employee shall be discharged, suspended for a period of 30 days or longer, or be demoted unless a letter of reprimand and an opportunity to improve has been given, except that no letter of reprimand shall be required if the cause for disciplinary action is dishonesty, insubordination, use of excessive force or violence, use of illicit drugs, use of alcoholic beverages related to employment, or failure to perform as required.

(b) In cases where a letter of reprimand is required prior to disciplinary action, such action shall not necessarily have to be based upon the same type of misconduct as that which gave cause for the prior letter of reprimand; provided, however, that in offenses requiring a letter of reprimand the matter of whether a prior offense was reasonably related or similar to the present offense shall be considered in evaluation of the appropriate degree of discipline. Any disciplined employee shall be furnished with the reasons for such action in writing, with a copy of such letter furnished to the representative of the bargaining unit.

(c) The use of alcoholic beverages in connection with police department undercover work authorized by the supervisor or department head shall not constitute cause for disciplinary action under this section.

(d) It is understood and recognized by the City and the Union that FLSA-exempt employees in this unit shall be subject to serving suspensions in accordance with Department of Labor guidelines which presently provide that exempt employees may be subject to suspensions with loss of pay for five (5) days or more.

Section 23. Predisciplinary Conferences

(a) No regular employee shall be demoted, suspended, reduced in pay, or discharged for a disciplinary purpose except in accordance with the provisions of this section; provided, however, that this section shall not apply to suspensions of less than 5 days.